



Order Filed on March 10, 2022  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

Phillip Raymond  
McCalla Raymer Leibert Pierce, LLC  
485F US Highway 1 S  
Suite 300  
Iselin, NJ 08830  
Telephone: (732) 902-5399  
NJ\_ECF\_Notices@mccalla.com  
Attorneys for Secured Creditor

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

In re:	Chapter 13
Daniel W. Cluff, III, <i>aka Daniel Webster Cluff, III</i>	Case No. 21-19797-JNP
	Hearing Date: April 20, 2022 at 10:00 a.m.
Debtor.	Judge: Jerrold N. Poslusny, Jr.

**CONSENT ORDER RESOLVING PLAN OBJECTION AND OUTLINING THE  
TREATMENT OF SECURED CREDITOR LEGACY MORTGAGE ASSET TRUST  
2019-GS7 BY NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**

The relief set forth on the following pages, number two (2) through three (3) is hereby

**ORDERED**

**DATED: March 10, 2022**

A handwritten signature in dark ink, appearing to be "J. Poslusny", is written over a horizontal line.

Honorable Jerrold N. Poslusny, Jr.  
United States Bankruptcy Court

Page 2

Debtor: Daniel W. Cluff, III  
Case No.: 21-19797-JNP  
Caption of Order: **CONSENT ORDER RESOLVING PLAN OBJECTION AND  
OUTLINING THE TREATMENT OF SECURED  
CREDITOR LEGACY MORTGAGE ASSET TRUST 2019-  
GS7 BY NEWREZ LLC D/B/A SHELLPOINT MORTGAGE  
SERVICING**

---

The undersigned parties resolved Legacy Mortgage Asset Trust 2019-GS7 by NewrRez LLC d/b/a Shellpoint Mortgage Servicing, ("Secured Creditor") Objection to Plan Confirmation, ECF No. 15, and agree to the following treatment of the secured claim filed by Secured Creditor on the Claims Register as Claim No. 1 (the "Secured Claim"), through Daniel W. Cluff, III's ("Debtor") Chapter 13 Plan, ECF No. 3 (the "Plan"), with respect to Secured Creditor's lien on the real property located at 244 Fishing Creek Road, Cape May, New Jersey 08204 (the "Property"), as follows and have consented to the entry of the within Order;

**ORDERED AS FOLLOWS:**

1. Secured Creditor's Objection to Plan Confirmation (ECF No. 15) is hereby resolved by this Order.
2. Debtor shall pursue a loan modification through the Court's loss mitigation program and has until September 30, 2022 to obtain a loan modification. Should the Debtor be approved for a trial modification, the parties may consent to a further extension of loss mitigation.
3. The parties agree that if the Debtor is unable to successfully modify the loan by September 30, 2022, Debtor shall resolve all pre and post-petition arrears owed to Secured Creditor, either by filing a modified plan or by filing a modified plan providing for surrender the Property.
4. Debtor shall make adequate protection payments in the amount of \$1,817.27 directly to the Secured Creditor while the loan modification is being reviewed. Secured Creditor does not waive any difference between the actual mortgage payments previously due and that will continue to become due for this period and the adequate protection payments.

Page 3

Debtor: Daniel W. Cluff, III  
Case No.: 21-19797  
Caption of Order: **CONSENT ORDER RESOLVING PLAN OBJECTION AND  
OUTLINING THE TREATMENT OF SECURED  
CREDITOR LEGACY MORTGAGE ASSET TRUST 2019-  
GS7 BY NEWREZ LLC D/B/A SHELLPOINT MORTGAGE  
SERVICING**

---

5. Debtor is hereby notified and acknowledges that the escrow payment is subject to change during the pendency of this case and that she shall adjust adequate protection payments to pay the full escrow amount in accordance with any filed payment change notice.
6. If Debtor should default and fail to make future post-petition payments to Secured Creditor that come due during the pendency of this case for thirty (30) days from the due date, Secured Creditor's counsel may submit a certification of default on notice to Debtor and Debtor's counsel and the Court may enter an Order vacating the automatic stay permitting Secured Creditor to proceed with its action against the Property.
7. Upon dismissal, discharge chapter conversion, or relief from stay, the foregoing terms and conditions shall cease to be binding payments will be due pursuant to the terms of the original loan agreement and Secured Creditor may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.

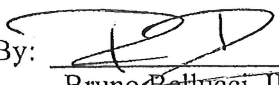
Consent to Form and Entry

McCalla Raymer Leibert Pierce, LLC  
Attorney for the Secured Creditor

By:   
Phillip Raymond

Date: 3.10.2022

BellucciLaw, P.C.  
Attorney for the Debtor

By:   
Bruno Bellucci, III

Date: 3-10-22